

New Account Form

For Samples & Orders

1010 West 2610 South Salt Lake City, Utah 84119 T (801) 972-6770 (800) 453-5777 F (801) 972-5005 www.silverstatetextiles.com

Date: _____ Specify Sales Representative: _____

APPLICATIONS WITHOUT PHONE NUMBERS, ADDRESSES, OR SIGNATURE(S) CANNOT BE PROCESSED.

Fabric: Preferred Selling Terms

Credit Card COD Proforma (Cash before Delivery) Open Net 30 (Must Complete 2nd Page)

Name of Business: _____

Telephone: _____ Fax: _____

Website: _____

Online access: Security question _____ Answer _____

| Business Address (PO Boxes Not Acceptable): | Shipping Address: |
|---|----------------------------------|
| Street Address _____ | Street Address _____ |
| City _____ State _____ Zip _____ | City _____ State _____ Zip _____ |

Internal Use Only

Resale form copy

Net30-2nd page

Signature

Acct. # _____

| CONTACTS | Billing | Purchasing | Librarian |
|---------------|---------|------------|-----------|
| Name: | | | |
| Email: | | | |
| Phone: | | | |

***** PLEASE NOTE THAT ALL INVOICES WILL BE E-MAILED TO YOU UNLESS OTHERWISE REQUESTED BY YOU*****

Do you require a purchase order? (Select one) _____ Yes _____ No

Resale Number: _____ State Issued: _____

*****A COPY OF YOUR RESALE CERTIFICATE MUST ACCOMPANY THIS APPLICATION*****

Which of the following options best describes your business (please choose only one)? Specifier

Architect Casino Design Hospitality Design Residential Hotel

Purchasing Restaurant Showroom-unaffiliated with Silver State Upholsterer

How do you mostly shop for fabrics: Your Own Fabric Library Designer Showroom Web Local Rep

If you have your own library does it consist of: Less than 25 fabric books Greater than 25 books

How many projects do you work on each year? _____

How did you hear about Silver State? Local Sales Rep Local Showroom Design school

Print Magazine Online Search Social media

What % of your business is: Residential _____% Commercial _____%

Send orders and sample requests to info@silverstatetextiles.com or by logging into your online account at www.silverstatetextiles.com

Please assist us in processing your application quickly by providing all the information requested. Applications must be signed to be processed.

Signature: _____ Date: _____

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Silver State Inc. (Silver State Fabrics/Alaxi)

Address: 1010 West 2610 South Salt Lake City, UT 84119

I certify that:

✓ Name of Firm (Buyer): _____
 Address: _____

is engaged as a registered
 ✓ Wholesaler
 Retailer
 Manufacturer
 Seller (California)
 Lessor (see notes on pages 2-4)
 Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

✓

| State | State Registration, Seller's Permit, or ID Number of Purchaser | State | State Registration, Seller's Permit, or ID Number of Purchaser |
|--------------------|--|--------------------|--|
| AL ¹ | _____ | MO ¹⁶ | _____ |
| AR | _____ | NE ¹⁷ | _____ |
| AZ ² | _____ | NV | _____ |
| CA ³ | _____ | NJ | _____ |
| CO ⁴ | _____ | NM ^{4,18} | _____ |
| CT ⁵ | _____ | NC ¹⁹ | _____ |
| DC ⁶ | _____ | ND | _____ |
| FL ⁷ | _____ | OH ²⁰ | _____ |
| GA ⁸ | _____ | OK ²¹ | _____ |
| HI ^{4,9} | _____ | PA ²² | _____ |
| ID | _____ | RI ²³ | _____ |
| IL ^{4,10} | _____ | SC | _____ |
| IA | _____ | SD ²⁴ | _____ |
| KS | _____ | TN | _____ |
| KY ¹¹ | _____ | TX ²⁵ | _____ |
| ME ¹² | _____ | UT | _____ |
| MD ¹³ | _____ | VT | _____ |
| MI ¹⁴ | _____ | WA ²⁶ | _____ |
| MN ¹⁵ | _____ | WI ²⁷ | _____ |

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

✓ Authorized Signature: _____
 (Owner, Partner or Corporate Officer)

✓ Title: _____

✓ Date: _____

THIS PAGE MUST BE FULLY COMPLETED TO BE CONSIDERED FOR NET 30 TERMS.

| Principal / Owner Name | Address | Telephone |
|------------------------|---------|-----------|
| | | |
| | | |

 Company Type: Corporation LLC Sole Owner

Fed Tax # _____ Fed/SSN# _____ SSN# _____

Is building owned? _____ If leased when does lease expire? _____

Has the firm or any of its principals ever filed bankruptcy (Select one)? _____ Yes _____ No

If yes, please explain _____

Personal Guarantee by business requesting credit.

In consideration for Silver State, Inc. extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to Silver State, Inc. by the business identified, below whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Silver State, Inc. and the business. Silver State, Inc shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by Silver State, Inc. Open credit terms may be revoked permanently due to previous slow payments or account inactivity.

This guarantee shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested is received by Silver State, Inc. Said notice shall specify the date on which this guarantee is to be terminated, said date not to be less than seven days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

 Dated this _____ day of _____, 20____ Name: _____
(Name of person guaranteeing payment)

Home Address _____

Home Phone # _____ SS# _____

Signature of Person Guaranteeing Payment _____

Name of Business Whose Account is Guaranteed _____

Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the extending of credit. As an inducement of grant credit, the undersigned warrants that the information submitted is true and correct. You are authorized to investigate the credit references and principals listed.

In consideration for the extension of credit, said business promises to pay for all purchases within terms agreed and agrees to pay a service charge per month of 1.5% per month (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred in the State of Utah. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

(Print name of owner/principal)

(Date)

(Signature)

1. To obtain credit approval, a completed credit application must be submitted to Silver State. With approved credit, all open balances are due 30 days from the date of purchase. Thereafter, the account shall be delinquent and subject to a service charge of 1.5% per month (18% per annum). Silver State sends monthly statement with any unpaid invoices & service charges. The monthly minimum service charge is \$1.00. In addition, any accounts with previous approved credit terms will be re-qualified if account has been dormant (no order activity) in the last 6 months.
2. Account balances which become 60 days delinquent, including unpaid service charges, shall cause the account to be placed on hold until the account balance is paid in full. Any account, which becomes 90 days delinquent, will be placed for collection through the corporate attorney or through other appropriate collection service. Repeated or prolonged delinquencies shall be cause for credit term change to COD or Proforma terms. In the event of lawsuit to collect payment of any purchases, the purchaser shall pay all expenses, including all court costs and attorneys fees.
3. Accounts that use their own shipper number to ship their orders shall be assessed a \$6.00 handling fee per shipment. If it ships via Federal Express Ground, there will be an additional \$3.50 per package handling fee.
4. A wire transfer fee of \$25.00 will be charged to any wire transfer payment.
5. Returned checks, paid directly to Silver State, are sent directly from our bank to Express Recovery Services and are assessed a \$20.00 return check fee. In the event any balance is not paid as agreed, the undersigned agrees to pay a collection fee not to exceed 40% of the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees in addition to the collection fee. Silver State or its representative may reasonably contact you at all the provided contact information in your original credit application i.e. office, cellular, email or similar devices for any lawful purpose. You agree to any and all fees(s) or charge(s) that you may incur for incoming calls from us, and/or outgoing calls to us, to or from any such number, without reimbursement from Silver State.
6. Returned checks paid to UPS for COD shipments are processed directly by UPS and are subject to fees determined by UPS. Refused COD shipments will result in account terms being changed to proforma / guaranteed funds only.
7. All returns for credit must be made within 30 days from purchase and must include a copy of the original invoice. Materials returned for credit for reasons other than material flaws must be approved by Silver State and are subject to a 25% restocking fee and you would be responsible for the return freight.
8. SPECIAL ORDERS: Based on your account terms, all special order products must be prepaid or have at least a 50% deposit. Once special order items are put into production, they cannot be cancelled and any prepayment or deposits are forfeited. All special orders are final sales and are not returnable.
9. Fabric orders less than 6 yards are final sales and are not returnable.

Date: _____

Company name: _____

Account Number: _____ Reference / Invoice Number: _____

Authorized Amount: _____

Type of Card (Check One):

 VISA MASTERCARD AMERICAN EXPRESS DISCOVER

Card Number: _____

Expiration: _____ Security Code: _____

(3 Digits on back of Card for Visa, Mastercard & Discover, 4 Digits on Front of Amex)

Name as it appears on card: _____

Cardholder Billing Address: _____

Cardholder Telephone Number: _____

Cardholder Signature: _____

Provide either Fax number or Email if requesting credit card receipt:

Fax: _____ Email: _____